

1 you were billed for?

2 THE WITNESS: No, sir, but it was about \$400, so
3 that would be eight months at around \$50, roughly.

4 BY MR. PEDIGO:

5 Q So if we take that same \$50 number and multiply it
6 times the 36 months that you had that, what was the
7 approximate value of that phone using what that other
8 provided charged you?

9 A Well, you take around \$50, I don't have a
10 calculator, but \$50 times 36 months would be \$1800, and I
11 paid about four of that 1800.

12 Q Who did you pay the \$400 to?

13 A That Fleet Call or whoever it was.

14 Q Oh, I thought that was after the 36 months --

15 A No.

16 Q -- where --

17 A It's part of the 36 months. I had the phone taken
18 out when I -- you know, that's the end of that.

19 Q Okay. So approximately \$1500, 14 - 15 hundred
20 dollar is the value of the phone that DLB provided to you?

21 A That's your figure. I don't know.

22 Q Using what the market rate was from that other --

23 MR. MCVEIGH: Objection. There is no foundation
24 as to what the market rate was at that time for that service
25 and phone.

1 JUDGE STEINBERG: I think the record is -- we can
2 all do the math now that we know that the \$400 is part of
3 the 36 months.

4 BY MR. PEDIGO:

5 Q And of that 36 months, you said that would have
6 been what, the last four months of that is when the other
7 provider --

8 A Well, \$400 at 50 something dollars a month would
9 be about eight months, right, if my math is good.

10 Q Well, when I asked you 1990 to '93, you only gave
11 me 36 months, so I would have thought that would have been
12 more than 36 months.

13 A '89 to '92 would be three years.

14 Q Do you have any reason to believe -- well, did you
15 make any payments to DLB Enterprises for the phone service
16 they provided you?

17 A No, sir.

18 Q In fact, the only -- in this matter the only
19 evidence that's come to light about the value that you had
20 to repay was through signing those applications to get those
21 license; is that what you are aware of?

22 MR. MCVEIGH: Objection; calling on the witness to
23 speculate.

24 JUDGE STEINBERG: I didn't understand the
25 question, but I'm not answering it.

1 BY MR. PEDIGO:

2 Q Are you aware of any other evidence of how that
3 \$1400 was paid to DLB enterprises other than submitting
4 those licenses?

5 MR. MCVEIGH: What \$1400 are we talking about?

6 JUDGE STEINBERG: Sustained.

7 MR. PEDIGO: I'll take one step back.

8 BY MR. PEDIGO:

9 Q So what do you think was the -- at \$50 a month,
10 how much did -- how much would you have paid at \$50 to DLB
11 Enterprises?

12 MR. MCVEIGH: Objection; lack of foundation that
13 any payment was due.

14 MR. PEDIGO: I said "would you at \$50 a month."

15 JUDGE STEINBERG: I'll sustain it.

16 MR. PEDIGO: I'll move on.

17 JUDGE STEINBERG: Yes.

18 BY MR. PEDIGO:

19 Q Let me fast forward to January of 1998. That's
20 when you signed the document that transferred whatever
21 interest you had in your license to DLB Enterprises; do you
22 recall that?

23 A I said an assignment form.

24 Q You do recall that?

25 A Sure do.

1 Q And you were aware that the three other members of
2 your family did the same thing; is that correct?

3 A Yes, sir.

4 Q Did you think in your mind that those licenses had
5 any value at that time?

6 A They were only a liability to me.

7 Q So you certainly don't feel that you should have
8 demanded any value from DLB Enterprises for transferring
9 those licenses, do you?

10 A I didn't demand any value because I didn't know I
11 had the license.

12 Q Well, you knew when you transferred them you had
13 the license.

14 A You're right, I did when I transferred them.

15 No, I didn't assign any value to them.

16 Q And were you aware of the profits and losses that
17 were generated from the Allen repeater site?

18 A Could not be determined from the records I had.

19 Q Okay. Well, the records you had, let me see, when
20 were you the accountant at DLB Enterprises?

21 A '82, whenever they started, up through '97.

22 Q Okay. So you were there when the Allen repeater
23 site came on line?

24 A I don't know. When was it built? I don't -- I
25 don't --

1 Q If it was built in '95 --

2 A Yes.

3 Q -- or '96, you would have been there then?

4 A Yes.

5 Q I mean, that's the repeater site that used the
6 very applications that are at issue in this case. You
7 understand that, don't you?

8 A Yes, sir.

9 Q And when you learned that the Allen repeaters --
10 the Allen, Texas repeater site was part of the repeater
11 revenue stream, did you feel that you needed to make any
12 refinements to the books and records of DLB Enterprises?

13 A Why would I make refinements?

14 JUDGE STEINBERG: Well, just answer yes or no.

15 THE WITNESS: I don't understand the question.

16 JUDGE STEINBERG: Okay. Restate it.

17 BY MR. PEDIGO:

18 Q You also recall that there was coverage in Fort
19 Worth, Texas for DLB customers; were you aware of that?

20 A No, sir.

21 Q So you didn't know where any of these sites were?

22 A I did not.

23 Q And you didn't ask about any of that?

24 A No, sir.

25 Q And that's -- is that because you knew it didn't

1 make a difference to try to break down the revenues any more
2 specifically than repeater revenues?

3 A That's correct.

4 Q That is correct?

5 A Yes, sir.

6 Q Because those were just part of the system and it
7 wouldn't make any sense to try to break it down by license
8 or repeater site; isn't that true?

9 MR. MCVEIGH: Objection; calling on the witness to
10 speculate as to his client's business affairs.

11 JUDGE STEINBERG: Overruled.

12 THE WITNESS: They didn't request the breakdown.
13 It wasn't set up to break down by license, if that's what
14 you are saying. The records weren't broken. We didn't
15 determine profit -- normally in accounting -- can I just go
16 a little further?

17 MR. PEDIGO: Certainly.

18 THE WITNESS: Okay. Normally in accounting when
19 you want segment records, where you want your business
20 segmented or where you want to know how much you make in the
21 shop and how much you make in sales, whatever, it takes a
22 lot of effort because you've got to take your -- you can get
23 the sales quite often fairly easy, but then you have got to
24 take all the common costs and pro rate them.

25 MR. PEDIGO: Right.

1 THE WITNESS: And that makes that very expensive
2 accounting-wise.

3 BY MR. PEDIGO:

4 Q And in this case it wouldn't have really provided
5 any useful information, would it?

6 A I would say --

7 MR. MCVEIGH: Objection; calling on the witness to
8 speculate.

9 JUDGE STEINBERG: I think he's -- it's not
10 speculating because he's an accounting. And the way I heard
11 the question it's useful information from an accounting
12 standpoint; is that correct?

13 MR. PEDIGO: Right.

14 THE WITNESS: I think it always makes sense to do
15 that if you want to pay the price for the accountant to do
16 it because then you would know how you are doing in each
17 area. I would never discourage somebody from breaking it
18 down as fine as they could because the finer you can break
19 your business down the better you can manage it.

20 BY MR. PEDIGO:

21 Q All right. Well, I thought you just told me you
22 didn't -- you didn't care to break it down any further than
23 the repeater revenue stream.

24 A They didn't want it broken down any further.

25 Q Who was the accountant? You or somebody at DLB?

1 A How much did they want to pay me? I'll break it
2 down. It costs a lot more money to do a lot more work.

3 Q So it would be your opinion then that there
4 wouldn't be a cost/benefit analysis that would make that
5 decision a good business decision?

6 A I don't think it would be a bad decision to break
7 it down, but we didn't do that. That wasn't what we were
8 paid -- that wasn't in our engagement letter. We didn't
9 agree to do that. That wasn't what we did.

10 Q Did you ever tell them they ought to do that?

11 A No.

12 Q Was there any other accountants who you thought
13 was going to give them that advice, that it was good advice?

14 MR. MCVEIGH: Objection; calling on the witness to
15 speculate.

16 JUDGE STEINBERG: I'll sustain that one.

17 BY MR. PEDIGO:

18 Q You know there was no other accountant giving them
19 advice; is that correct?

20 A I'm sorry?

21 Q You knew there was no accountant giving them
22 business advice; isn't that correct?

23 A Yes, sir.

24 Q So if you didn't tell them to do that, there
25 wasn't anybody else who was going to tell them to do that;

1 isn't that true?

2 MR. MCVEIGH: Objection; calling on the witness to
3 speculate.

4 JUDGE STEINBERG: Well, to the best of your
5 knowledge. He can't answer.

6 BY MR. PEDIGO:

7 Q Are you familiar with the DLB bank account, I mean
8 the checking account, as compared to the Brashers account?

9 A Yes, sir.

10 Q What's your understanding of those two accounts?

11 A The DLB Enterprises, Inc. account was the
12 corporate bank account reported on the corporate balance
13 sheet. The Brasher account was a personal account that
14 was -- the contents or the transactions in that account were
15 used to file Pat and Ronald's personal income tax return,
16 their 1040.

17 Q And that would have appeared on the corporate on
18 wherever the asset section of Schedule L of 1120; is that
19 correct?

20 A Not the Brasher account.

21 Q I understand. No, the corporate account.

22 A Yes, sir.

23 Q Okay. Now, the Brasher, you reported that on a
24 Schedule C of their Form 1040; is that correct?

25 A Schedule C or Schedule E, according to the tax law

1 change along the period they held it.

2 Q Okay.

3 A I would rather put it on an E, but sometimes we
4 had to start putting it on the C.

5 Q Okay. But you were the one who gave advice on how
6 to use those two accounts?

7 A Well, the advice I gave was simply to have an
8 account. I mean, they had to have a corporate bank account
9 to operate, and then my advice might be -- your question
10 might be on the Brasher account, and my advice to them was
11 to get a separate account from your personal bank account;
12 yes, sir.

13 Q And you knew then that the Brasher account was
14 used to buy the repeaters; is that correct?

15 A Yes, sir, the ones they bought personally and
16 leased to DLB.

17 Q Okay. And so when those repeaters were leased to
18 DLB, they were used at the different repeater sites; is that
19 correct?

20 A I don't know where they were used.

21 Q You don't know where the radio repeaters would
22 have been used?

23 A I would assume they were used at the site. I
24 didn't go to any site. I didn't -- I can't say for sure
25 they were used at the site.

1 Q You knew they were used in their business; is that
2 correct?

3 A Yes, sir, I did.

4 Q And they would have used radio repeaters at
5 broadcast towers; isn't that correct?

6 MR. MCVEIGH: Objection; calling on the witness to
7 speculate.

8 THE WITNESS: I assume.

9 JUDGE STEINBERG: Well, I think he can test the
10 witness's knowledge in this area. If the witness doesn't
11 know, he can say he doesn't know. Overruled.

12 BY MR. PEDIGO:

13 Q So in that case the accounting would be -- the
14 corporation would write a check off the DLB account to the
15 Brashers for the rental expense of the repeaters; is that
16 correct?

17 A Absolutely.

18 Q And then the Brashers would be the ones who would
19 buy the equipment and do the depreciation for tax purposes;
20 is that true?

21 A Absolutely.

22 Q Is that also how the site rental worked?

23 A I can't tell you if Brasher personal -- the
24 Brasher account or DLB corporate paid the site rental. I
25 don't know. It could have been done either way legally.

1 Q So you didn't give any advice about how to use
2 that second account as a way to remove cash from the
3 corporation in any sort of a tax advantageous manner?

4 A Yes, sir, I certainly did.

5 Q Okay. And what was that advice, please?

6 A That advice had to do -- normally each year we
7 would sit down, Pat and I, and look at the amount of
8 depreciation that we would have for the upcoming year, and
9 that would help us set the amount of rental.

10 Now, you're involved with a situation there with
11 Internal Revenue Service that it has to be fair market
12 rental, so it has to be reasonable. You can't just charge
13 them a buck or \$100,000. It's got to be something
14 reasonable.

15 But with the deprecation that we knew that was
16 coming on those repeaters for that year, that would help us
17 gauge that. It would also help us gauge whether they wanted
18 to buy additional repeaters and when they wanted to buy
19 them. Simply tax strategy, that's all it was.

20 Q That's tax avoidance with every American has a
21 moral right to do, right?

22 A No, sir, it's not tax avoidance. It's tax
23 strategy.

24 Q I don't mean tax avoidance is bad. Evasion is
25 bad.

1 A Okay.

2 Q Avoidance is okay.

3 A Okay, Okay. I won't argue. I don't say tax
4 avoidance to the IRS.

5 Q All right.

6 A I'll say tax strategy.

7 Q Well, that's probably true.

8 But in that case one of the expenses of a repeater
9 site would have been the rental expense on that repeater
10 site, plus the rent the DLB incurred for the actual
11 repeaters at that site; is that correct?

12 A You're talking about the DLB or the Brasher
13 personally?

14 Q Well, if DLB used it in their business, it
15 wouldn't make a difference, would it?

16 A Well, the rent that DLB paid to the Brashers
17 personally would be an expense to DLB.

18 The question would be on the site rental. You
19 could write the lease either way; either the Brashers would
20 pay that or they would pass that through to the corporation.
21 I don't know which way it was done. I can't recall.

22 Q But if either way, that would be an expense of DLB
23 Enterprises for running that particular site; isn't that
24 correct?

25 A Not if you didn't pass it through in the lease.

1 Are you talking about the site rental or --

2 Q Yes.

3 A Okay, let's think about the site rental.

4 The site rental, you could say in the lease, okay,
5 DLB will pay it. Then it would be a DLB expense. Or you
6 could say no, that would stay with the Brashers. It would
7 be the Brashers' expense. When I say the Brashers, I'm
8 talking about on their 1040 personal.

9 Q Right. Okay. But if the Brashers incurred that
10 expense on the site rental, they would have charged that to
11 DLB, correct?

12 A Not necessarily.

13 MR. MCVEIGH: Objection; calling on the witness to
14 speculate.

15 MR. PEDIGO: Your Honor, this is the very
16 accounting matters he was their accountant on.

17 JUDGE STEINBERG: It's overruled.

18 BY MR. PEDIGO:

19 Q Do you understand the question?

20 A It could affect the amount of rental that we set.

21 Q The rental for the repeater?

22 A Yes.

23 Q Okay. But the rental for the site would have been
24 determined by the landowner, correct?

25 A No, no, no. You're talking about what we would

1 owe.

2 You were saying according to which one paid it.
3 This is the way I would see it, and I run into this
4 situation all the time.

5 We could write a lease between -- may I just go on
6 here for a minute?

7 Q I'll tell you, I could probably sharpen this a
8 little too.

9 All right, let's say that DLB Enterprises runs the
10 Allen repeater site. Are you with me so far?

11 A Right.

12 Q Okay. And at that repeater site they have to have
13 actual radio equipment for these repeaters. Do you
14 understand that?

15 A Right.

16 Q DLB Enterprises could either buy that equipment or
17 they could rent it from someone. Do you understand that?

18 A Yes, sir.

19 Q If they rent it, they would have rent expense; is
20 that true?

21 A Yes, sir.

22 Q And that corporation under Section 162 would treat
23 that as a deduction because that's a reasonable and ordinary
24 and necessary business expense, correct?

25 A I agree with you.

1 Q Okay. They would also, if they had to pay rent to
2 put the repeaters in that site, they would then also have a
3 rental expense; is that true?

4 A They meaning DLB?

5 Q DLB, yes.

6 A Yes, sir.

7 Q Okay. And whether they paid that to the Brashers
8 for the equipment or the owner of the radio site, either way
9 that's a corporate expense for that particular repeater
10 site; isn't that true?

11 A If DLB paid it, yes.

12 Q Yes.

13 A That wasn't -- yes, sir.

14 Q And it wouldn't matter if it went to a third party
15 landlord of the repeater site or the Brashers as owner of
16 the equipment, either case that would be a direct expense to
17 DLB Enterprises of renting that site?

18 A You are saying if they passed the rental charge
19 through to the Brashers personally, then it would be an
20 expense to them. If the had to -- it would be income from
21 DLB and an expense when they paid it --

22 Q That's correct.

23 A -- on the site rental. I agree with you.

24 Q Okay. So if somebody was going to do a
25 compilation of a particular repeater site, the way to do a

1 P&L would be to include both of those expenses because they
2 are both directly attributable to that repeater site; isn't
3 that true?

4 A No, absolutely not. You've got two entities. You
5 can't break on entities. You've got a corporation and a
6 personal. You have got to stay on entities.

7 Q No, no. If DLB Enterprises wanted a compilation
8 done, and they were trying to show the results of --

9 MR. KNOWLES-KELLETT: Objection. This goes back
10 to the same matter. It's straight -- you know, you gave him
11 a little leeway, and I think we're going -- you know, he's
12 not on the stand as an accounting expert is.

13 JUDGE STEINBERG: I know where you are trying to
14 go and I think you've gone beyond the duties and functions
15 of Mr. Sumpter as the DLB accountant, and I think you are --

16 MR. PEDIGO: I'm ready to go onto something else
17 anyway.

18 JUDGE STEINBERG: Okay.

19 MR. PEDIGO: We got as far as we can with him.

20 JUDGE STEINBERG: But I understood the question.
21 I'm amazed that I did, and I understood what the answers
22 could be, and I'm amazed that I was able to follow that at
23 this time of day.

24 //

25 BY MR. PEDIGO:

1 Q If you can look at Exhibit 34, please, Mr.
2 Sumpter.

3 A All right, sir, I've got it.

4 Q And you understand that's the joint statement that
5 you commissioned your lawyers --

6 THE COURT REPORTER: You have to be closer to the
7 microphone.

8 JUDGE STEINBERG: Bring your microphone closer.

9 BY MR. PEDIGO:

10 Q You understand that was your statement to allow
11 your -- or required your lawyer to file in this matter; is
12 that true?

13 A It's a statement my lawyer filed. I don't know
14 about requiring.

15 Q In paragraph three on page 6 of that exhibit, you
16 talk about the firm of Brount & Schwaninger filing the
17 opposition to the Net Wave petition.

18 Do you see that?

19 A Yes, sir.

20 Q Okay.

21 MR. PEDIGO: Just a minute, please?

22 (Pause.)

23 MR. PEDIGO: And I apologize if I'm running you
24 around a lot on these exhibits.

25 BY MR. PEDIGO:

1 Q But if you could just flip over to Exhibit 37 as
2 well.

3 A Thirty-seven?

4 Q Yes.

5 A Do you want me to keep my finger in this other
6 place?

7 Q Probably not. Let's look at 37.

8 A Thirty-seven. Okay.

9 Q That's correct, and page 14 of that.

10 A Fourteen. Yes, sir.

11 Q Okay. Do you see that? All right.

12 A Yes, sir.

13 Q On page 14 of that exhibit, at the bottom it has a
14 fax mark. Do you see that?

15 A Yes, sir.

16 Q And is that in fact when you received this
17 document? And when I say "this document," I mean pages 14
18 through page 19 of Exhibit 37.

19 A I don't have the recollection if that's the time,
20 but I wouldn't contest it. I mean, it's within that time
21 period, that time frame.

22 Q Well, you do recall getting this document faxed to
23 you; is that correct?

24 A I do.

25 Q And you do recall that would have happened in late

1 November 1997, right after getting the Net Wave petition; is
2 that correct?

3 A I do. I do.

4 Q And is it your testimony that the Net Wave
5 petition, you would have received that several days after it
6 was served, and I believe the service date was November 14,
7 1997?

8 MR. MCVEIGH: Objection; calling on the witness to
9 speculate when he would have received it.

10 JUDGE STEINBERG: Is there any doubt -- never
11 mind. Why don't you ask him --

12 MR. PEDIGO: Sure.

13 JUDGE STEINBERG: -- another question.

14 BY MR. PEDIGO:

15 Q Exhibit 1, which you had no problem testifying
16 about earlier today, is the Net Wave petition which you said
17 you received at your office; is that correct?

18 A That's right.

19 Q Okay. And you know that the other three members
20 of your family also received their own individual copies of
21 that; is that correct?

22 A Yes, sir.

23 Q Melissa and your wife received it at home at the
24 4008 Harbinger address?

25 A No, sir.

1 Q Well, that mailing address listed on the document
2 ultimately caused it to go to your home?

3 A Must have. The postman must have known who we
4 were.

5 Q Okay. And Jennifer was living in an apartment on
6 Gus Thomason, and she also received her own individual copy
7 of this; correct?

8 A Yes, sir.

9 Q And if the document, I'll represent to you it says
10 it was served on November 14, 1997.

11 Do you recall receiving it several days after that
12 time?

13 A I recall receiving it, sir, but I don't know -- I
14 couldn't tell you the date.

15 Q Okay.

16 JUDGE STEINBERG: But it was before the date you
17 received Exhibit 37, page 14?

18 THE WITNESS: Absolutely.

19 JUDGE STEINBERG: So that puts it --

20 MR. PEDIGO: Right.

21 JUDGE STEINBERG: -- in the time frame.

22 MR. PEDIGO: Right.

23 BY MR. PEDIGO:

24 Q Now, and I'll try not to cover the same ground Mr.
25 Romney did, but this opposition -- well, when you saw the

1 Net Wave petition, I wrote in my notes you claimed you were
2 shocked when you saw that; is that correct?

3 A Absolutely.

4 Q Okay. And you recognized the four names of your
5 immediate family were right in there; is that correct?

6 A Yes, sir.

7 Q And when you got -- and your testimony was or my
8 recollection of your testimony was that from the day you
9 opened that envelope you were in constant communication with
10 Ron about responding to that; is that correct?

11 A We were in communication. I don't know how you
12 define constant. We were in communication it.

13 JUDGE STEINBERG: How about repeated?

14 THE WITNESS: Repeated.

15 JUDGE STEINBERG: Is that a better word?

16 THE WITNESS: That's good.

17 BY MR. PEDIGO:

18 Q It wasn't sporadic?

19 A Wooo.

20 JUDGE STEINBERG: Rather than characterizing it,
21 why don't we get the witness's best recollection of
22 approximately how many times they spoke, whether it was once
23 a day, several times a day, once every several days, if you
24 follow.

25 MR. PEDIGO: Right.

1 JUDGE STEINBERG: I think that would be better.

2 BY MR. PEDIGO:

3 Q Do you recall on how many occasions you would have
4 had to speak with Ron Brasher about that document?

5 A Between the receiving it -- receiving this.

6 JUDGE STEINBERG: Exhibit 37, page 14.

7 THE WITNESS: Yes, right. I'd say we spoke
8 several times.

9 MR. PEDIGO: All right.

10 THE WITNESS: No more than maybe once a day, but
11 for several days in there I talked to him, what is this, I'm
12 concerned, you know, it scares me, I don't understand it.

13 JUDGE STEINBERG: So it's fair to say that you
14 believe that you spoke to Ron about once a day about the Net
15 Wave petition between the time you received it and let's say
16 November 23rd, when the fax apparently came?

17 THE WITNESS: I would say that I spoke to him four
18 to five times.

19 JUDGE STEINBERG: Okay.

20 THE WITNESS: I don't know how long the period
21 was.

22 BY MR. PEDIGO:

23 Q And in those conversations he told you that it was
24 going to be handled; is that correct?

25 A Yes, sir.

1 Q And did he ever tell you it was not going to be
2 handled or that you wouldn't get an opposition filed on your
3 behalf?

4 JUDGE STEINBERG: Well, limit it to that it would
5 not be handled.

6 MR. PEDIGO: Okay. I'll start with that.

7 BY MR. PEDIGO:

8 Q Did he ever tell you that they were just not going
9 to do anything in response to this?

10 A He said --

11 MR. MCVEIGH: Objection. Who is "they"?

12 BY MR. PEDIGO:

13 Q That Ron Brasher wasn't going to cause any
14 response to be made, did he ever say --

15 A He said that he would handle it.

16 Q Okay.

17 A Ronald said he would handle it.

18 Q And you understood that to mean they would respond
19 to it?

20 A I didn't know how they would handle it.

21 Q Well, I'm asking you your understanding. Did you
22 think he was going to do nothing?

23 JUDGE STEINBERG:

24 MR. MCVEIGH: Asked and answered.

25 JUDGE STEINBERG: No, not really.

1 In your own mind when you heard Ron tell you --
2 did you hear him tell you more than once that he would
3 handle it?

4 THE WITNESS: I heard him say that constantly.

5 JUDGE STEINBERG: Okay. In your own mind, how did
6 you -- did you form an impression as to what he would do?

7 THE WITNESS: Well, I didn't understand FCC. I
8 didn't understand any of this. He made the comment, "I'll
9 handle it through my lawyers." I didn't know what he had to
10 file. I didn't understand. I was -- I simply didn't
11 understand what he was going to do. I was under the
12 impression he was going to do something.

13 JUDGE STEINBERG: But you had -- in your own mind
14 you had no idea of what he was going to do?

15 THE WITNESS: No, sir.

16 JUDGE STEINBERG: And you didn't ask him --

17 THE WITNESS: No, sir.

18 JUDGE STEINBERG: -- "What are you going to do?"

19 THE WITNESS: No, sir. He says -- I -- I --
20 during that same period I was telling him get them out of my
21 name, get them out of my name, get them out -- that's what I
22 want is get them out of my name.

23 BY MR. PEDIGO:

24 Q So when you received this fax on November 23rd --

25 A Right.

1 Q -- you understood this was how it was going to be
2 handled with his lawyers; is that correct?

3 JUDGE STEINBERG: Or -- yes.

4 THE WITNESS: I suppose.

5 BY MR. PEDIGO:

6 Q I mean you must have been comforted by the fact
7 that it showed the opposition on behalf of you, both your
8 daughters and your wife, and you all were listed on page 4
9 of this, page 18 of Exhibit 37.

10 A I was comforted that he was going to do something
11 about it. I was not comforted with this No. 14 where he
12 talks about this -- whoever wrote this talks about deceiving
13 the FCC, in effect. It might be very comfortable.

14 Q Well, I mean, when you saw this opposition, let's
15 take a look at page 14.

16 What did this tell you about when this opposition
17 was going to be filed?

18 A It didn't, does it?

19 Q Well, why don't you look at the first sentence of
20 paragraph two?

21 A Please wait until Tuesday, November -- I guess
22 they were going to -- the attorney said send it to them. I
23 don't know if they were going to file it or not.

24 Q All right. So you did understand that you had
25 three full days, that being the 23rd, the 24th and the 25th,

1 to make any correction to this or tell Ron if you didn't
2 like the way this was being handled?

3 A No, sir, I --

4 MR. MCVEIGH: Objection; no foundation.

5 MR. KNOWLES-KELLETT: He also didn't get it until
6 the 23rd. It's mischaracterizing --

7 JUDGE STEINBERG: Well, state it again, but I
8 think it's a fair question, so don't --

9 MR. PEDIGO: Your Honor, I'm going to state it
10 exactly the way I said it.

11 BY MR. PEDIGO:

12 Q You understood from the morning of the 23rd, when
13 you received this fax, that no action would be taken until
14 November 25th, three full days later; is that correct?

15 MR. MCVEIGH: Objection; mischaracterizes former
16 testimony.

17 MR. PEDIGO: I'm asking him a question, Your
18 Honor, if that's what he understood.

19 JUDGE STEINBERG: It doesn't reflect former
20 testimony. It's a legitimate question. If the witness
21 disagrees, he will disagree.

22 THE WITNESS: I did not understand when he was
23 going to file it. I did not understand what he was going to
24 do. He didn't ask me what -- what I wanted him to do about
25 it. I never discussed that with him.